

FORM PTO-1594
1-31-92



05-27-1998



Express Mail No.: TB 686 625 654 US

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

100719125

Box Assignment, Washington, DC 20231

and original documents or copy thereof.

1. Name of conveying party(ies):

Transamerica Business Credit Corporation

5-15-98

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State of Delaware
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes
☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination and Release of Security Interests

Effective Date: January 22, 1998

2. Name and address of receiving party(ies):

Name: Dimetrics, Inc.

Internal Address:

Street Address: 404 Armour Street West

City Davidson State NC ZIP

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State of Delaware

☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) NONE

B. Trademark registration No.(s) SEE ATTACHED SCHEDULE

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

PENNIE & EDMONDS LLP
1155 Avenue of the Americas
New York, NY 10036

Attn.: Nancy A. Zoubek, Esq.

File No.: 3756-083-999

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41): \$ 490.00

Please charge this amount and any other necessary fees to the deposit account listed in Section 8.

8. Deposit account number:

16-1150

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nancy A. Zoubek

Name of Person Signing Reg. No.

Signature

May 15, 1998

Date

Total number of pages comprising cover sheet:

19

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

05/26/1998 TTOM11 00000119 161150 1047156

01 FC:481
02 FC:482

40.00 CH
450.00 CH

TRADEMARK
REEL: 1733 FRAME: 0952

PENY4-695084.1

DIMETRICS, INC.

TRADEMARK REGISTRATIONS

| <u>COUNTRY</u> | <u>TRADEMARK</u> | <u>REG. NO.</u> | <u>REG. DATE</u> | <u>SERIAL NO.</u> | <u>FILED</u> |
|----------------|------------------------------------|-----------------|------------------|-------------------|--------------|
| US | CENTAUR | 1,047,156 | 8/31/76 | 40,227 | 12/23/74 |
| US | CENTAUR & DESIGN | 1,154,748 | 5/19/81 | 239,181 | 11/15/79 |
| US | COMPUTAPATH | 1,172,958 | 10/13/81 | 233,298 | 10/1/79 |
| US | DIMETRICS (BLOCK) | 980,291 | 3/12/74 | 442,835 | 12/4/72 |
| US | DIMETRICS, INC. | 981,543 | 4/2/74 | 442,834 | 12/4/72 |
| US | GAPCO | 1,155,892 | 5/26/81 | 235,433 | 10/16/79 |
| US | GAPCO & DESIGN | 1,159,434 | 6/30/81 | 236,158 | 10/22/79 |
| US | GOLD TRACK | 1,159,816 | 7/7/81 | 238,803 | 11/13/79 |
| US | HI PULSE | 989,817 | 7/30/74 | 442,833 | 12/4/72 |
| US | HI PULSE & DESIGN | 998,717 | 11/19/74 | 442,837 | 12/4/72 |
| US | THE FOURTH DIMENSION IN WELDING | 990,040 | 8/6/74 | 442,836 | 12/4/72 |
| US | MINIWELD | 716,117 | 5/30/61 | 102,636 | 8/15/60 |
| US | GOLD TRACK IV/DSP | 1,833,720 | 5/3/94 | 74/366,790 | 3/10/93 |
| US | AMPTRAK | 1,478,493 | 3/1/88 | 673,914 | 7/23/87 |
| US | MERRICK | 1,213,556 | 10/19/82 | 169,592 | 5/8/78 |
| US | MICROPAP | 1,795,777 | 6/8/93 | 74/217509 | 10/31/91 |
| US | SOUNDTRAK | 1,469,699 | 12/22/87 | 660,320 | 5/11/87 |
| US | TXR | 1,478,492 | 3/1/88 | 673,913 | 7/23/87 |
| US | VOLT TRAK | 1,481,473 | 3/22/88 | 673,869 | 7/23/87 |

**TERMINATION AND RELEASE OF SECURITY
INTERESTS IN PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Release") is granted and made effective as of January 22, 1998 by TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation ("Agent") and DIMETRICS, INC., a Delaware Corporation ("Grantor").

W I T N E S S E T H:

WHEREAS, Grantor and the Agent, in its capacity as collateral agent for various lenders, entered into a Patent, Trademark and Copyright Security Interest Agreement, dated as of October 22, 1993 (the "Agreement"), pursuant to which Grantor granted to the Agent a security interest in all of Grantor's right, title and interest in each of its past, present and future patents, trademarks and copyrights, and royalties and other monies relating thereto, including but not necessarily limited to the Intellectual Property, as defined in the Agreement (collectively, the "Released Intellectual Property");

WHEREAS, a security interest was recorded with the United States Patent and Trademark Office on November 4, 1993 on Reel/Frame Numbers 6757/468 with respect to the patents and patent applications listed on Schedule A attached hereto and on Reel/Frame Numbers 1060/0355 with respect to the trademarks and trademark applications listed on Schedule B attached hereto and was made with respect to the copyrights and copyright applications listed on Schedule C attached hereto (collectively, the "Scheduled Intellectual Property");

WHEREAS, Grantor has fulfilled its obligations and has requested that the Agent terminate all security interests in and liens on all Released Intellectual Property, including without limitation the Scheduled Intellectual Property; and

WHEREAS, the Agent is willing to release such security interests and liens;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Agent re-grants, re-conveys, re-assigns, re-transfers and releases to the Grantor whatever rights, title and interest, if any, in and to the Released Intellectual Property, including but not limited to each of its past, present and future patents, trademarks and copyrights, and royalties and other monies relating thereto, including but not necessarily limited to the patents and trademarks set forth, respectively, on Schedules A and B, attached hereto, together with the goodwill of the business symbolized by each trademark and the registrations of and applications for each patent, trademark and copyright, it being understood that the Agent's right, title, and interest, if any, in and to the Released Intellectual Property is solely that of a secured party pursuant to the Agreement. The Agent will execute and deliver to the Grantor all deeds, assignments, and other instruments as may be necessary or proper to terminate all of the security interests in the Released Intellectual Property, including but not limited to the Scheduled Intellectual Property that were granted by the Grantor under the Agreement, in a form and on terms reasonably satisfactory to the Grantor, to release the Agent's lien, security interest and encumbrance against the Released Intellectual Property, including but not limited to the Scheduled Intellectual Property and the goodwill symbolized by the trademarks, and including the right, if any, to all re-issues, extensions or renewals thereof and to recover for all past, present and future infringement thereof and royalties and other monies relating thereto, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

2. The Agent agrees to cancel and terminate and does hereby cancel and terminate all rights and obligations of the Grantor relating to the Released Intellectual Property, including, but not limited to the Scheduled Intellectual Property, under the Agreement.

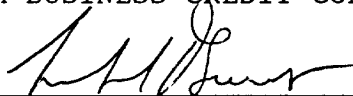
3. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

4. This Release may be executed in two counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed and delivered by a duly authorized officer and made effective as of the date first set forth above.

Dated:

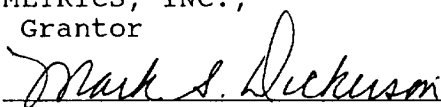
TRANSAMERICA BUSINESS CREDIT CORPORATION,
as Agent

By: 

Name: Michael S. Burns

Title: Sr. Vice President

DIMETRICS, INC.,
as Grantor

By: 


Name: Mark S. Dickerson

Title: Secretary

STATE OF Connecticut)
) ss:
COUNTY OF Hartford)

On this 8th day of April, 1998 before me appeared Michael S. Burns, who, being by me duly sworn, deposes and says that he/she is the Sr. Vice Pres. of Transamerica Business Credit Corporation, and as such being duly authorized to do so, executed the foregoing instrument on behalf of the corporation.

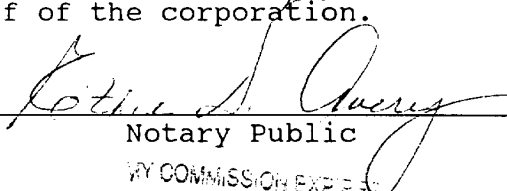
Notary Public


PAUL J. DUROSKO
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 1999

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this 17TH day of APRIL, 1998 before me appeared MARK S. DICKERSON, who, being by me duly sworn, deposes and says that he/she is the SECRETARY of Dimetrics, Inc., and as such being duly authorized to do so, executed the foregoing instrument on behalf of the corporation.

Notary Public


MY COMMISSION EXPIRES
AUGUST 8, 1999

Schedule A

PATENTS AND PATENT APPLICATIONS

DIMETRICS, INC.

| Country | Patent No. | Issued | Serial No. | Filed | Expires | Invention |
|-----------------------------|------------|----------|------------|----------|----------|--|
| Japan | 1,196,683 | 3-12-84 | 128,858/74 | 11-8-74 | 11-8-94 | Crawling Carriage |
| US | 4,019,016 | 4-19-77 | 565,517 | 4-7-75 | 4-19-94 | Welding Control Systems |
| Japan | 1,240,640 | 11-26-84 | 138,307/74 | 12-2-74 | 12-2-94 | Welding Control Systems |
| US | 4,301,365 | 11-17-81 | 175,367 | 8-4-80 | 11-17-98 | Gas Metal Arc Welding System |
| Canada | 1,152,162 | 8-16-83 | 382,986 | 7-30-81 | 8-16-00 | Gas Metal Arc Welding System |
| Grt. Brit. | 2,081,478 | 6-13-84 | 8,119,779 | 6-26-81 | 6-26-01 | Gas Metal Arc Welding System |
| Japan | 1,481,446 | 2-10-89 | 121,769/81 | 8-3-81 | 8-3-01 | Full Function In-Place Weld Head |
| US | 4,372,474 | 2-8-83 | 211,359 | 11-28-80 | 2-8-00 | Adapter for Socket Welds |
| US | 4,386,726 | 6-7-84 | 211,358 | 11-28-80 | 6-7-00 | Universal Pipe Lathe |
| US | 4,397,202 | 8-9-83 | 179,789 | 8-20-80 | 8-9-00 | Automatic Position Detector and Welding System Utilizing Same |
| US | 4,631,385 | 12-23-86 | 717,357 | 3-29-85 | 12-23-03 | Automatic Position Detector and Welding System Utilizing Same |
| EPO | 0201641 | 4-8-92 | 85304986.4 | 7-12-85 | 7-12-05 | Automatic Position Detector and Welding System Utilizing Same |
| Japan | | | 154382/85 | 7-15-85 | | Automatic Position Detector and Welding System Utilizing Same |
| US | 4,780,594 | 10-25-88 | 105,750 | 10-8-87 | 10-25-05 | Method & Apparatus for Improved Control of Supply of Filler Material to Welding Location |
| EPO | 0313232 | 3-25-92 | 88309212.4 | 10-4-88 | 10-4-8 | Method & Apparatus for Improved Control of Supply of Filler Material to Welding Location |
| Japan | 1,751,899 | 4-8-93 | 252,937/88 | 10-8-88 | 7-1-07 | Method & Apparatus for Improved Control of Supply of Filler Material to Welding Location |
| (Merrick Engineering, Inc.) | | | | | | |
| US | 4,359,678 | 11-16-82 | 137,761 | 4-7-80 | 11-16-99 | Electronic Reactive Power Regulator |
| US | 4,390,954 | 6-28-83 | 253,861 | 4-13-81 | 6-28-00 | Override Control Apparatus & Method for Parameter Adjustment of Digitally Based Welding Process Parameters |
| US | 4,837,418 | 6-6-89 | 14,805 | 2-13-87 | 6-6-06 | Method & Apparatus for Forming Welded Rings |
| Canada | 1,290,960 | 10-22-91 | 558,784 | 2-12-88 | 10-22-08 | Method & Apparatus for Forming Welded Rings |
| Korea | | | 276/88 | 1-16-88 | | Method & Apparatus for Forming Welded Rings |
| (Taitronics Corporation) | | | | | | |
| US | 3,924,399 | 12-9-75 | 528,659 | 12-2-74 | 12-9-92 | Radio Timer Construction |
| US | 4,031,363 | 6-21-77 | 686,826 | 5-17-76 | 6-21-94 | Display Apparatus for Automotive Vehicles |
| Canada | 1,087,732 | 10-14-80 | 274,384 | 5-2-77 | 10-14-80 | Display Apparatus for Automotive Vehicles |
| US | 4,059,953 | 11-29-77 | 697,682 | 6-18-76 | 11-29-94 | Timepiece Calendar Indexing Apparatus |

| <u>Country</u> | <u>Patent No.</u> | <u>Issued</u> | <u>Serial No.</u> | <u>Filed</u> | <u>Expires</u> | <u>Invention</u> |
|----------------|-----------------------|---------------|-----------------------|--------------|----------------|---|
| US | 4,083,673 | 4-11-78 | 686,322 | 5-11-76 | 4-11-95 | Portable Heating Apparatus |
| US | 4,097,757 | 6-27-78 | 659,108 | 2-18-76 | 6-27-95 | Synchronous Motor |
| US | 4,115,714 | 9-19-78 | 663,766 | 3-4-76 | 9-19-95 | Stepping Motor |
| Canada | 1,069,672 | 1-8-80 | 272,060 | 2-18-77 | 1-8-97 | Stepping Motor |
| US | 4,079,274 | 3-14-78 | 742,614 | 11-17-76 | 3-14-95 | Damping of Noise |
| US | 4,192,136 | 3-11-80 | 780,842 | 3-24-77 | 3-11-97 | Adjustment of Readout Members in a Digital Clock |
| US | 4,308,435 | 12-29-81 | 44,250 | 5-31-79 | 12-29-98 | Digital Display and Switch Apparatus for Automobile Accessory |
| US | 4,340,948 | 7-20-82 | 143,291 | 4-24-80 | 7-20-99 | Single Coil Balance Wheel for Driving a Mechanical Movement |
| US | 4,835,349 | 5-30-89 | 168,761 | 3-16-88 | 5-30-06 | Automatic Shut-Off Appliance timer |
| US | 4,945,466 | 7-31-90 | 314,467 | 2-22-89 | 7-31-07 | Resonant Switching Converter |

Schedule B

TRADEMARKS AND TRADEMARK APPLICATIONS

DIMETRICS, INC.

| Country | Reg. No. | Reg. Date | Serial No. | Filed | Expires | Trademark |
|-----------------------------|-----------|-----------|------------|----------|----------|----------------------|
| US | 1,047,156 | 8-31-76 | 40,227 | 12-23-74 | 8-31-96 | CENTAUR |
| US | 1,154,748 | 5-19-81 | 239,181 | 11-15-79 | 5-19-01 | CENTAUR & design |
| US | 1,172,958 | 10-13-81 | 233,298 | 10-1-79 | 10-13-01 | COMPUTAPATH |
| US | 980,291 | 3-12-74 | 442,835 | 12-4-72 | 3-12-94 | DIMETRICS (block) |
| US | 981,543 | 4-2-74 | 442,834 | 12-4-72 | 4-2-94 | DIMETRICS, INC. |
| US | 1,155,892 | 5-26-81 | 235,433 | 10-16-79 | 5-26-01 | GAPCO |
| US | 1,159,434 | 6-30-81 | 236,158 | 10-22-79 | 6-30-01 | GAPCO & design |
| US | 1,159,816 | 7-7-81 | 238,803 | 11-13-79 | 7-7-01 | GOLD TRACK |
| US | 989,817 | 7-30-74 | 442,833 | 12-4-72 | 7-30-94 | HI PULSE |
| US | 998,717 | 11-19-74 | 442,837 | 12-4-72 | 11-19-94 | HI PULSE & design |
| US | 990,040 | 8-6-74 | 442,836 | 12-4-72 | 8-6-94 | THE FOURTH DIMENSION |
| US | 716,117 | 5-30-61 | 102,636 | 8-15-60 | 5-30-01 | MINIWELD |
| Benelux | 368019 | 6-27-80 | 44012 | 3-27-80 | 6-27-00 | DIMETRICS |
| Canada | 258,857 | 5-15-81 | 461,105 | 11-5-80 | 5-15-96 | DIMETRICS |
| Canada | 265,622 | 1-8-82 | 459,727 | 10-10-80 | 1-8-97 | GAPCO |
| Canada | 274,020 | 11-19-82 | 472,734 | 7-16-81 | 11-19-97 | NUWELD |
| Finland | 85114 | 4-20-83 | 5587/80 | 10-22-80 | 4-20-93 | DIMETRICS |
| Italy | 407,199 | 2-24-86 | 35,184C/80 | 10-17-80 | 10-17-00 | DIMETRICS |
| Italy | 407,166 | 2-24-86 | 35,148C/80 | 10-14-80 | 10-14-00 | GAPCO |
| Japan | 1,676,408 | 4-20-84 | 81,548/80 | 10-9-80 | 10-21-93 | DIMETRICS |
| Norway | 111069 | 4-29-82 | 302868 | 10-14-80 | 1-20-94 | DIMETRICS |
| Spain | 0947229 | 10-5-81 | 947,229 | 7-4-80 | 4-29-92 | DIMETRICS |
| Mexico | | | 121,374 | 8-29-91 | 10-5-01 | DIMETRICS |
| US | | | 74/366,790 | 3-10-93 | | GOLD TRACK IV/DSP |
| (Merrick Engineering, Inc.) | | | | | | |
| US | 1,478,493 | 3-1-88 | 673,914 | 7-23-87 | 3-1-08 | AMPTRAK |
| US | 1,213,556 | 10-19-82 | 169,592 | 5-8-78 | 10-19-02 | MERRICK |
| US | 1,795,777 | 6-8-93 | 74/217509 | 10-31-91 | 6-8-03 | MICROPAPW |
| US | 1,469,699 | 12-22-87 | 660,320 | 5-11-87 | 12-22-07 | SOUNDTRAK |
| US | 1,478,492 | 3-1-88 | 673,913 | 7-23-87 | 3-1-08 | TXR |
| US | 1,481,473 | 3-22-88 | 673,869 | 7-23-87 | 3-22-08 | VOLT TRAK |
| Tennessee | 180,518 | 10-19-87 | | | | MERRICK |
| Tennessee | 480,521 | 10-19-87 | | | | MERRICK |

| <u>Country</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Serial No.</u> | <u>Filed</u> | <u>Expires</u> | <u>Trademark</u> |
|--------------------------|-----------------|------------------|-------------------|--------------|----------------|------------------|
| Tennessee | 180,523 | 10-19-87 | | | | MERRICK |
| (Talltronce Corporation) | | | | | | |
| NONE | | | | | | |

Schedule C

DIMETRICS, INC.

COPYRIGHTS AND COPYRIGHT APPLICATIONS

| <u>Country</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Serial No.</u> | <u>Filed</u> | <u>Expires</u> | <u>Title</u> |
|----------------|-----------------|------------------|-------------------|--------------|----------------|--------------|
| US | TX-673-303 | 10-27-80 | | | | GAPCO |

TRADEMARK

REEL: 1733 FRAME: 0962

RECORDED: 05/15/1998